#### NATICK COMMUNITY/SENIOR CENTER RENTAL POLICIES

117 East Central Street Natick, MA 01760 Phone: 508-647-6540 FAX: TBA

#### **GENERAL INFORMATION**

We are happy to have you use our premises for your program, event or function and hope that you will enjoy using the Natick Community-Senior Center (Community-Senior Center or NCSC). The building is available for activities that do not conflict with the normal activities of the Town of Natick Community Services Department. Our foremost obligations are to the functions and security of our Community-Senior Center. The Community Services Director or his/her designee, therefore, reserves the final right of approval and conditions for the use of the Community-Senior Center and may waive any policy requirement when extraordinary circumstances exist.

#### Use

### 1. Priority for Use of the Space in the Natick Community/Senior Center is as Follows:

- a. Town of Natick Community Services Department programs
- b. Other Town of Natick Municipal Departments and Public School Programs/Town Committees
- c. Natick based non-profit agencies, Natick based non-profit youth sports organizations and Natick service organizations
- d. Natick residents and Natick Businesses
- e. Non-Natick businesses, non-profit organizations and non-Natick residents

## 2. Building Rental Hours

Weekday Hours:8:30 am - 4:30 pmWeeknight Hours:4:30 pm - 9:30 pmWeekend Hours - Saturday and Sundays:8:00 am - 10:00 pm

Holiday building rentals will be charged at a greater rate than weekend uses. Use of the building by rental groups on weeknights, weekends and holidays will require a paid building supervisor in order to maintain proper security and operation. The cost for this building supervisor will become the responsibility of the building renter(s) with bills being issued by Community Services Department to various renter(s). Rental time begins when the doors are unlocked for a rental group and ends when the building is vacated and the building supervisor locks the doors.

## 3. Meetings/Functions/Events

Meetings/functions/events shall end no later than 10:00 pm so that the building and parking areas are vacated by 11:00 pm. All groups shall abide by their permitted scheduled times and shall leave the building at the conclusion of their scheduled activity unless prior written approval from the Community Services Director or his/her designee has been obtained in advance of the rental.

#### 4. Building Rental

The building will only be rented to authorized users who comply with the policies and rules of the building and provide to the Town with the Rental Application & Agreement Form a certificate or other evidence of commercial general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate, which names the Town of Natick as an additional insured, and which provides that the Town of Natick Board of Selectmen shall receive at least seventy-two (72) hours prior written notice of any cancellation, termination or material amendment of such commercial general liability insurance policy. Applications to rent the building shall be filed at least one (1) month prior to an event to use the Great Room/Commercial Kitchen and two (2) weeks prior to any other event to reserve any other space within the building. The Community Services Director or his/her designee will approve or disapprove each request and will notify the requesting party by telephone, email or fax the terms of the approval or disapproval. Terms of any approval will include estimated billing for the time requested, deposit when applicable, ability of the Town to provide special equipment, tables and chairs a group requests, along with other important rental information.

## 5. Cancellations

Cancellations shall be made (14) calendar days prior to events in the Great Room/Commercial Kitchen and (7) calendar days prior for all other rooms in the building. Those who do not notify the NCSC of their cancellation in this time frame will be charged the full deposit.

### 6. Supervision

All groups renting the building are responsible for providing proper adult supervision of all members in their group from the first to arrive and the last to depart from the building. Rooms within the building will only be rented out to persons of the age of (18) years of age or older. The group renting a room within the building must leave the room(s) that it rented in the same condition that it first found them. This includes the placing of any trash into the provided trash barrels that are within the facility.

Any damage caused by a group will be charged against that group and against its commercial general liability insurance policy.

## 7. Town's Right to Cancel

The Town reserves the right to cancel an event up to (12) hours prior to an event due to weather or unforeseen circumstances. Full refunds will be issued to a group in that event. If the Natick Public Schools close their facilities for a day due to bad weather, the Community/Senior Center will also be closed for that day.

In the event of an emergency that prevents such (12) hour notice the Town will provide notice as soon as reasonably possible.

## 8. Center Building Rules

- a. The renter is entitled to the use of the available tables, chairs and equipment that is provided by the NCSC. Each renter shall request its total needs on its original permit application. If the Town is unable to provide all the equipment requested, then the renter may make the necessary arrangements for the delivery at its own expense. The additional equipment that the renter brought in must be removed as soon as possible after the event.
- b. Town of Natick equipment is not to be removed from any room of the NCSC at any time, for any purpose, by the renter unless it is cleared by the NCSC building supervisor.
- c. If a renter needs help with the operation of a specific Town owned audio visual equipment, the renter shall see the building supervisor. Once this help is provided, the operation of the audio visual equipment shall be the renting group's responsibility. Please also note that any damage to the audio visual equipment shall be the financial responsibility of the renting group. If the building supervisor in his/her opinion feels that a renter's proposed operator of the Town's audio visual equipment is not qualified to properly operate the equipment, then the use of the equipment will be disallowed for this event.
- d. No animals or family pets are permitted in the building except for service animals. Service animals are defined as dogs that are individually trained to do work or perform tasks for people with disabilities.
- e. Only non-flammable decorations are to be used in the building. All decorations both indoors and outdoors, including balloons, must be removed at the end of the event. No fog and smoke machines will be allowed since smoke will affect the building's fire alarm system.
- f. All exit doors shall remain clear and unobstructed.
- g. All windowsills shall be free and clear at all times.
- h. No glitter, confetti or rice is allowed in the building.
- i. No chewing gum is allowing inside the building.
- j. No smoking is allowed in the building.
- k. Decorations, posters, etc. will not be affixed to any part of the building unless specific approval is authorized on the permit. Said decorations shall be affixed in such a way as not to cause permanent damage to the building. No nails, staples, tacks or other instruments that can pierce any surface will be allowed.
- I. The Community Services Director reserves the right to require any rental group to provide the appropriate public safety personnel, custodian(s) or other staff at a renter's event that is being held at the Natick Community/Senior Center. In that event the costs for the personnel shall be the responsibility of the rental group.
  - The renter shall be responsible for the cost of repairs needed for damage occurring during the renter's use. Failure to pay such cost will lead to denial of future permits for that individual and organization.

#### 9. Use of Gymnasium

- a. Only appropriate footwear will be allowed to be used on the gymnasium floor (sneakers and other non-marking footwear will be allowed; no rollerblades shall be used on the floor).
- b. No tape will be allowed to be attached onto the gymnasium floor.
- c. Teams and groups using the gymnasium shall be responsible for all their team members prior to, during and after the game or event, especially in the adjacent bathrooms next to the gymnasium.

#### 10. Use of Equipment

- a. Usage of all Town equipment located in the building shall be requested when completing the Rental Application & Agreement Form.
- b. If Town equipment is requested, the building supervisor shall provide the equipment and show the renter how to use it, if needed. The building supervisor retains full authority as to the use of this equipment.
- c. The supervision of the safe and proper use of building equipment is the responsibility of the building supervisor. If, in the opinion of the building supervisor, the renter is using Town equipment in an unsafe or dangerous manner, then the equipment will be immediately taken away from that renter.

#### 11. Kitchen Facilities and its Usage

- a. Use of the Commercial Kitchen is only allowed through the oversight of a licensed and certified caterer. This caterer shall have the appropriate "serve safe" training license and certification. Each such caterer shall provide to the Town prior to the use of any kitchen facilities in the building workers' compensation insurance as required by Massachusetts law and employer's liability insurance in the minimum amount of five hundred thousand dollars (\$500,000.00)/five hundred thousand dollars (\$500,000.00)/five hundred thousand dollars (\$500,000.00) and commercial general liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per incident and two million dollars (\$2,000,000.00) general aggregate. Each policy of commercial general liability insurance shall name the Town of Natick as an additional insured and shall provide that the Natick Board of Selectmen shall receive at least seventy-two (72) hours prior written notice of any cancellation or material amendment of such commercial general liability insurance policy. An additional Town staff member (building custodian) will be required when a renter is looking to use the kitchen premises and its contents.
- b. The renter shall be responsible for the use of kitchen facilities by the caterer in providing the served food that is required for the event. A deposit from both the caterer and renter will be required of those groups wishing to use the kitchen facilities.

### 12. Food and Beverage

- a. Beverages and/or food are allowed only in the Great Room and Library Café. Non-flavored water will be allowed throughout the building. It is the renter's responsibility to insure that this regulation is complied with and enforced. Any additional cost incurred by the Natick Community Services Department due to violations of this regulation will be billed to the renter and shall be paid by the renter.
- b. Beverages and/or food will not be sold or served in the building unless prior permission is granted for specific areas to serve or sell and for consumption. All health regulations, and permits, local or otherwise, shall be adhered to at all times.
- c. Food shall be cooked and prepared off site and may be warmed up either in the Commercial Kitchen or in the Great Room through the use of aluminum trays being heated by Sterno. If the decision is to reheat the food in the Great Room through the Sterno method, then a custodian will be assigned to that event while food is being heated and served. If a renter decides to use the Commercial Kitchen for general use for an event, then a custodian will be assigned for the complete event. In either case, the renter will be billed for the custodian's time and shall pay for the custodian's time.
  - Use of equipment in the Commercial Kitchen for food preparation and cooking shall be considered for renter that only meets qualifications with respect to license, certification, training and insurance as applicable.
- d. A one (1) day beer and wine license may be granted by the Natick Board of Selectmen with the condition that a licensed caterer with an appropriate alcohol service certificate shall supervise the event for the renter. As part of the application, applicants for a one (1) day beer and wine license shall provide a certificate of liquor liability insurance in the minimum amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) general aggregate, which shall name the Town of Natick as an additional insured and which shall provide that the Natick Board of Selectmen shall receive at least seventy two (72) hours prior written notice of cancellation or amendment of such insurance, and proof that all servers have completed an alcohol awareness program acceptable to the Natick Board of Selectmen, including without limitation TIPS, AIM, or ServSafe. Renters shall adhere to state laws and regulations governing the sale of alcohol and the provisions of MGL Chapter 138, Section 14. The Natick Board of Selectmen may impose conditions it deems appropriate including but not limited to the hiring of a police detail, at the expense of the renter.

#### 13. Board of Health Regulations

- a. A temporary food permit and payment of the applicable permit fee is required for any event that involves the sale or distribution of food. Applicants are responsible for contacting the Board of Health at 508-647-6460 to obtain the required permit when food is being served.
- b. Prior to any event when food is being served, copies of all building use permits which indicate that food will be served at the NCSC shall be delivered by the renter to the Natick Board of Health office.

## 14. Raffle/Auction and Admission Tax Regulations

- a. A request for a permit shall be submitted to the Natick Town Clerk's office in order to hold a raffle, bazaar or game of chance according to MGL, Chapter 271. A raffle is defined as "an arrangement for raising money by the sale of tickets, certain among which, as determined by chance after the sale, entitle the holders to prizes." A bazaar is defined as "a place maintained by the sponsoring organization for disposal by means of chance of one or both of the following types of prizes: (1) merchandise, of any value, (2) cash awards, not to exceed twenty-five dollars each." A permit fee shall be charged at the time of application.
- b. Any renter wishing to hold an auction shall apply for a permit through the Natick Town Clerk's Office, according to MGL, Chapter 100. A permit fee shall be charged at the time of application.
- c. Please call the Natick Town Clerk's Office at 508-647-6430 for additional information.
- d. Compliance with all regulations under Federal and Massachusetts Tax Codes with respect to tax on admission, gaming or goods sold on or property shall be the responsibility of the permit holder.

# 15. Limitations/Liability

- a. Signature on the Rental Application & Agreement Rental Form shall constitute understanding of, and agreement to abide by, the rules for use.
- b. Failure to comply with the rules for use shall constitute sufficient grounds for refusal of further use of the building.
- c. The Community Services Department and its Community Services Director, reserve the right to refuse the use of the building.
- d. The Town of Natick, and the Natick Board of Selectmen, Community Services Department, Human Services/Council on Aging, Recreation and Parks Department and Veterans' Services Department, and employees thereof assume no responsibility or liability for the injury to persons using the building or equipment therein, nor for the loss of or damage to personal property brought to the building.
- e. The Natick Community Senior Center is not responsible for any loss or injuries suffered by any person or persons or their guests or invitees using the building's facilities. The renter assumes personal liability for that function. The renter shall be responsible for, and reimburse NCSC and/or the Town of Natick for any loss, damage or injury to the building, its contents, the grounds, the equipment or to any person, arising out of or in connection with the renter's use of the premises.
- f. NCSC reserves the right to cancel a function or event at anytime, even when it is in progress, should a renter or any of a renter's guests or invitees violate the terms of this agreement. This cancellation shall be at NCSC's sole discretion, which decision shall be binding and final. In such cases, NCSC shall retain all payments and shall not be liable for any charges or forfeited deposits imposed by a caterer, contracted entertainment provider or other service providers.

# 16. Indemnification, Hold Harmless and Liability Insurance

a. In consideration of the use of the Natick Community/Senior Center, the renter hereby agrees to indemnify and hold harmless the Town of Natick, Massachusetts, and its boards, commissions, committees, officers, employees, agents and representatives, from and against any claims, causes of action, suits, costs, including without limitation attorney's fees, damages, settlements, judgments, orders and awards of any kind which arise out of the willful or negligent act or omission of the renter s or its boards, commissions, committees, officers, employees, agents, representatives, guests or invitees which relate to death, personal injury or property damage resulting from the use of the Natick Community Senior Center by the renter or its boards, commissions, committees, officers, employees, agents, representatives, guests or invitees.

Penter Signature	 Date
nter Signature	Date

#### NATICK COMMUNITY-SENIOR CENTER RENTAL POLICIES

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## Appendix #1

### Rooms and Facilities for Rent

- Great Room West stage and 1390 sq. ft. meeting room. Area seats 94 for meals and 80 in auditorium style.
- Great Room East 1193 sq. ft. meeting room. Area seats 80 for meals and also 80 in auditorium style.
- Great Room/Commercial Kitchen 3,026 sq. ft. and seats 180 for meals. For banquets, room is equipped with twenty-two 60" round tables and three 6' rectangular tables.
- **Gymnasium** 7,152 sq. ft. with one (1) full court and four (4) side baskets. Also available is a two-court volleyball setup along with two 50-seat spectator bleacher units. Occupancy rating is for 144 people.
- **First Floor Classroom** 497 sq. ft. seats up to 25 people, 16 24 classroom style. Bright Links System available.
- Multi-Purpose Room 712 sq. ft. seats up to 15 people. Room has a rubberized floor and is ideal for group instructional programming.
- Arts and Crafts Room 774 sq. ft. seats up to 39 people with programming space for 36 people.
- **Game Room** 367 sq. ft. seats up to 20 people for card playing. Room can be rearranged with two (2) ping-pong tables.
- Conference Room 337 sq. ft. seats up to 16 people for conference style meeting. Bright Links System available.
- Second Floor Classroom 633 sq. ft. seats up to 32 people, 24 32 classroom style. Bright Links System available.
- **Health Examination/Consult Room** has a combined area of 303 sq. ft. with medical examination room and private meeting space (room will only be rented to non-profit health care agencies.)
- **TV Room** 433 sq. ft. and is designed to accommodate up to 22 people. Room has a 70" big screen TV. Use of this room requires adult supervision.
- **Pool Room** 461 sq. ft. and is equipped with two (9') pool tables. Room capacity is for 31 people. Use of this room requires adult supervision.
- Parking 135 vehicles.